



## NEC3 Supply Contract (SC3)

**Between ESKOM HOLDINGS SOC Ltd**  
**(Reg No. 2002/015527/30)**

**and [Insert at award stage]**  
**(Reg No. \_\_\_\_\_ )**

**for Supply and Delivery of Boiler Internal Tubing for**  
**Grootvlei Power Station Units 1 to 3 on an As-and-**  
**When-Required Basis**

| <b>Contents:</b>                              | <b>No of<br/>pages</b> |
|-----------------------------------------------|------------------------|
| <b>Part C1 Agreements &amp; Contract Data</b> | <b>[•]</b>             |
| <b>Part C2 Pricing Data</b>                   | <b>[•]</b>             |
| <b>Part C3 Scope of Work</b>                  | <b>[•]</b>             |

**CONTRACT No. [Insert at award stage]**

## PART C1: AGREEMENTS & CONTRACT DATA

---

| Contents:                                                    | No of<br>pages |
|--------------------------------------------------------------|----------------|
| <b>C1.1 Form of Offer and Acceptance</b>                     | <b>[•]</b>     |
| [to be inserted from Returnable Documents at award<br>stage] |                |
| <b>C1.2a Contract Data provided by the <i>Purchaser</i></b>  | <b>[•]</b>     |
| <b>C1.2b Contract Data provided by the <i>Supplier</i></b>   | <b>[•]</b>     |
| [to be inserted from Returnable Documents at award<br>stage] |                |
| <b>C1.3 Proforma Guarantees</b>                              | <b>[•]</b>     |

---

## C1.1 Form of Offer & Acceptance

### Offer

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**Supply and Delivery of Boiler tubing, Boiler tubing protection Shields and Boiler Screens with U bolts and nuts Spares to Grootvlei Power Station – Main Stores as and when required.**

The tenderer, identified in the Offer signature block, has

|               |                                                                                                                                                                                 |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>either</i> | examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender. |
| <i>or</i>     | examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.                                                                               |

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

|  |                                                                      |       |
|--|----------------------------------------------------------------------|-------|
|  | The offered total of the Prices exclusive of VAT is                  | R [•] |
|  | Value Added Tax @ 15% is                                             | R [•] |
|  | The offered total of the amount due inclusive of VAT is <sup>1</sup> | R [•] |
|  | (in words) [•]                                                       |       |

This Offer may be accepted by the Purchaser by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

<sup>1</sup> This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- |         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data                                                                     |
| Part C3 | Scope of Work: Goods Information including Supply Requirements                   |

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

for the Purchaser

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

(Insert name and address of organisation)

Name & signature of witness

Date

## Schedule of Deviations to be completed by the *Purchaser* prior to contract award

| No. | Subject | Details |
|-----|---------|---------|
| 1   | [•]     | [•]     |
| 2   | [•]     | [•]     |
| 3   | [•]     | [•]     |
| 4   | [•]     | [•]     |
| 5   | [•]     | [•]     |
| 6   | [•]     | [•]     |
| 7   | [•]     | [•]     |
|     |         |         |

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

*For the tenderer:*

*For the Purchaser*

\_\_\_\_\_

\_\_\_\_\_

Signature

Name

Capacity

On behalf of

*(Insert name and address of organisation)*

**Eskom Holdings SOC Ltd, Megawatt  
Park, Maxwell Drive, Sandton,  
Johannesburg, 2199**

Name &  
signature  
of witness

Date

## C1.2 SC3 Contract Data

### Part one - Data provided by the *Purchaser*

| Clause | Statement                                                                          | Data                                                                                                                                                                                             |
|--------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | General                                                                            |                                                                                                                                                                                                  |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for Options |                                                                                                                                                                                                  |
|        |                                                                                    | <b>X1: Price adjustment for inflation</b><br><b>X2: Changes in the law</b><br><b>X7: Delay damages</b><br><b>X17: Low performance damages</b>                                                    |
|        |                                                                                    | <b>Z: Additional conditions of contract</b><br>of the NEC3 Supply Contract (April 2013) <sup>2</sup> (If the December 2009 edition is to be used delete April 2013 and replace by December 2013) |
| 10.1   | The <i>Purchaser</i> is (name):                                                    | <b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>                                          |
|        | Address                                                                            | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>                                                                                                                  |
|        | Tel No.                                                                            | <b>[•]</b>                                                                                                                                                                                       |
|        | Fax No.                                                                            | <b>[•]</b>                                                                                                                                                                                       |
| 10.1   | The <i>Supply Manager</i> is (name):                                               | <b>[•]</b>                                                                                                                                                                                       |
|        | Address                                                                            | <b>[•]</b>                                                                                                                                                                                       |
|        | Tel                                                                                | <b>[•]</b>                                                                                                                                                                                       |
|        | Fax                                                                                | <b>[•]</b>                                                                                                                                                                                       |
|        | e-mail                                                                             | <b>[•]</b>                                                                                                                                                                                       |

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902, [www.ecs.co.za](http://www.ecs.co.za).

|          |                                                                |                                                                                                                                                                                              |
|----------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(13) | The <i>goods</i> are                                           | <b>Boiler Soot blower Spares</b>                                                                                                                                                             |
| 11.2(13) | The <i>services</i> are                                        | <b>Supply and Delivery of Boiler tubing, Boiler tubing protection Shields and Boiler Screens with U bolts and nuts Spares to Grootvlei Power Station – Main Stores as and when required.</b> |
| 11.2(14) | The following matters will be included in the Risk Register    | <b>Road Closure due to Strike</b><br>Non-conformance to specification                                                                                                                        |
| 11.2(15) | The Goods Information is in                                    | <b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>                                                                                                     |
| 11.2(15) | The Supply Requirements as part of the Goods Information is in | <b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>                                                                                                     |
| 12.2     | The <i>law of the contract</i> is the law of                   | <b>the Republic of South Africa</b>                                                                                                                                                          |
| 13.1     | The <i>language of this contract</i> is                        | <b>English</b>                                                                                                                                                                               |
| 13.3     | The <i>period for reply</i> is                                 | <b>5 working Days</b><br><b>24 Hours for emergency</b>                                                                                                                                       |

## 2 The *Supplier's* main responsibilities

Reference to NEC 3 Supply Contract.

## 3 Time

|      |                                                                                                                        |                                                                                    |                        |
|------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------|
| 30.1 | The <i>starting date</i> is.                                                                                           | [•]                                                                                |                        |
| 30.1 | The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:                                                   | <i>goods and services</i>                                                          | <i>delivery date</i>   |
|      |                                                                                                                        | 1 Boiler tubing protection Shields and Boiler Screens with U bolts and nuts Spares | As per the batch order |
| 30.2 | The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date. | As communicated and agreed by both parties                                         |                        |
| 31.1 | The <i>Supplier</i> is to submit a first programme for acceptance within                                               | 1 week of the Contract start date                                                  |                        |
| 32.2 | The <i>Supplier</i> submits revised programmes at intervals no longer than                                             | 1 week.                                                                            |                        |

## 4 Testing and defects

|    |                            |                                  |
|----|----------------------------|----------------------------------|
| 42 | The <i>defects date</i> is | <b>1 week after installation</b> |
|----|----------------------------|----------------------------------|

|      |                                                 |                                                 |
|------|-------------------------------------------------|-------------------------------------------------|
| 42.2 | The <i>defects access period</i> is             | <b>[•] days</b>                                 |
|      | except that the <i>defect access period</i> for | <b>[•] is [•]</b>                               |
|      | and the <i>defect access period</i> for         | <b>[•] is [•]</b>                               |
| 43.2 | The <i>defect correction period</i> is          | <b>2 weeks</b>                                  |
|      | and the <i>defect correction period</i> for     | <b>Five (5) working days after notification</b> |

## 5 Payment

|      |                                              |                                                                                                                                                                                                                                                                                                                     |
|------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 50.1 | The <i>assessment interval</i> is            | <b>For each goods delivered Quality check an assessment will be done followed by generating Goods Receive, payment will be made according to payment terms</b>                                                                                                                                                      |
| 51.1 | The <i>currency of this contract</i> is the  | <b>South African Rand</b>                                                                                                                                                                                                                                                                                           |
| 51.2 | The period within which payments are made is | <b>TBC</b>                                                                                                                                                                                                                                                                                                          |
| 51.4 | The <i>interest rate</i> is                  | <b>the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b> |

## 6 Compensation events

Reference to NEC Supply Contract.

## 7 Title

Reference to NEC 3 Supply Contract.

## 8 Risks, liabilities, indemnities and insurance

Reference to NEC 3 Supply Contract.

|      |                                                                                                                                                          |                                                                                                                                                   |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 80.1 | These are additional <i>Purchaser's</i> risks                                                                                                            | <b>1. Non-conformance to specification.<br/>2. Additional risks may be managed by Parties as they arise.</b>                                      |
| 88.1 | The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to | <b>R0 (zero Rand)</b>                                                                                                                             |
| 88.2 | For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to        | <b>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the</b> |

|         |                                                                                                                                                                                   |                                                                                                                                                                                                              |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                                                                                                                                                                                   | deductible (first amount payable) relevant to the event and<br><br>(2) for all other existing <i>Purchaser's</i> property, the applicable deductible as at contract date                                     |
| 88.3    | The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:                                           | Replacement value of the contract                                                                                                                                                                            |
| 88.4    | The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | Replacement value of the contract                                                                                                                                                                            |
| 88.5    | The <i>end of liability date</i> is                                                                                                                                               | 1 year after Delivery of the whole of the <i>goods and services</i> .                                                                                                                                        |
| 9       | Termination and dispute resolution                                                                                                                                                | Reference to NEC 3 Supply Contract. This Contract agreement can be terminated based on the dead end of the Units at the Power Station, in case Grootvlei Power Station closes before the end of the Contract |
| 94.1    | The <i>Adjudicator</i> is                                                                                                                                                         | the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )                              |
| 94.2(3) | The <i>Adjudicator nominating body</i> is:                                                                                                                                        | the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> )                              |
| 94.4(2) | The <i>tribunal</i> is:                                                                                                                                                           | arbitration                                                                                                                                                                                                  |
| 94.4(5) | The <i>arbitration procedure</i> is                                                                                                                                               | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.                                                             |
| 94.4(5) | The place where arbitration is to be held is                                                                                                                                      | Johannesburg South Africa                                                                                                                                                                                    |
|         | The person or organisation who will choose an arbitrator                                                                                                                          |                                                                                                                                                                                                              |
|         | - if the Parties cannot agree a choice or                                                                                                                                         |                                                                                                                                                                                                              |
|         | - if the arbitration procedure does not state who selects an arbitrator, is                                                                                                       | the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.                                                                                    |

## 10 Data for Option clauses

|           |                                                |
|-----------|------------------------------------------------|
| <b>X1</b> | <b>Price adjustment for inflation</b>          |
| X1.1      | The <i>base date</i> for indices is <b>TBA</b> |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------|------------------|------------------------------|----------------------|---------------|------------------------------|-----------------|-------------------|-----------------------------------------|-------------------|----|--|-----|-----|----------------|--|
|                                 | The proportions used to calculate the Price Adjustment Factor are:                                                                                                                                                                                                                                                                                                                                                            | <table><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td>Fixed portion</td><td>15% (Non-adjustable)</td><td></td></tr><tr><td>Labour</td><td></td><td>SEIFSA Table C3-AHPE</td></tr><tr><td>Material</td><td></td><td>SEIFSA Table G1</td></tr><tr><td>Travelling</td><td></td><td>SEIFSA Table L2-A</td></tr><tr><td>0.</td><td></td><td>[•]</td></tr><tr><td>[•]</td><td>non-adjustable</td><td></td></tr></table> | proportion | linked to index for | Index prepared by               | Fixed portion                                                                                               | 15% (Non-adjustable)           |                                                                                       | Labour           |                              | SEIFSA Table C3-AHPE | Material      |                              | SEIFSA Table G1 | Travelling        |                                         | SEIFSA Table L2-A | 0. |  | [•] | [•] | non-adjustable |  |
| proportion                      | linked to index for                                                                                                                                                                                                                                                                                                                                                                                                           | Index prepared by                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| Fixed portion                   | 15% (Non-adjustable)                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| Labour                          |                                                                                                                                                                                                                                                                                                                                                                                                                               | SEIFSA Table C3-AHPE                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| Material                        |                                                                                                                                                                                                                                                                                                                                                                                                                               | SEIFSA Table G1                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| Travelling                      |                                                                                                                                                                                                                                                                                                                                                                                                                               | SEIFSA Table L2-A                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| 0.                              |                                                                                                                                                                                                                                                                                                                                                                                                                               | [•]                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| [•]                             | non-adjustable                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| X2                              | Changes in the law                                                                                                                                                                                                                                                                                                                                                                                                            | Refer to Clause X2 of the NEC3 SC                                                                                                                                                                                                                                                                                                                                                                                                                            |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| X2.1                            | A change in the law of                                                                                                                                                                                                                                                                                                                                                                                                        | The Republic of South Africa is a compensation event if it occurs after the Contract Date                                                                                                                                                                                                                                                                                                                                                                    |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| X7                              | Delay damages                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| X7.1                            | Delay damages for Delivery are                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
|                                 | <table><tr><td>Action</td><td>Limit</td><td>Damage (amount)</td></tr><tr><td>Delivery delays</td><td>5 days</td><td>2.5 % of the batch order value</td></tr><tr><td></td><td>More than 5 days</td><td>5 % of the batch order value</td></tr><tr><td></td><td>10 to 15 days</td><td>10% of the batch order value</td></tr><tr><td></td><td>More than 15 days</td><td>May lead to termination of the contract</td></tr></table> | Action                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Limit      | Damage (amount)     | Delivery delays                 | 5 days                                                                                                      | 2.5 % of the batch order value |                                                                                       | More than 5 days | 5 % of the batch order value |                      | 10 to 15 days | 10% of the batch order value |                 | More than 15 days | May lead to termination of the contract |                   |    |  |     |     |                |  |
| Action                          | Limit                                                                                                                                                                                                                                                                                                                                                                                                                         | Damage (amount)                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| Delivery delays                 | 5 days                                                                                                                                                                                                                                                                                                                                                                                                                        | 2.5 % of the batch order value                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
|                                 | More than 5 days                                                                                                                                                                                                                                                                                                                                                                                                              | 5 % of the batch order value                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
|                                 | 10 to 15 days                                                                                                                                                                                                                                                                                                                                                                                                                 | 10% of the batch order value                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
|                                 | More than 15 days                                                                                                                                                                                                                                                                                                                                                                                                             | May lead to termination of the contract                                                                                                                                                                                                                                                                                                                                                                                                                      |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| X17                             | Low performance damages                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| X17.1                           | The amounts for low performance damages are:                                                                                                                                                                                                                                                                                                                                                                                  | <table><tr><td>Penalty</td><td>performance level</td></tr><tr><td>10% of affected line-item value</td><td>for Missing or incomplete certificates, traceability records, inspection reports or data book documentation</td></tr><tr><td>5% of affected line-item value</td><td>for Failure to comply with preservation, packing or corrosion protection requirements</td></tr></table>                                                                        | Penalty    | performance level   | 10% of affected line-item value | for Missing or incomplete certificates, traceability records, inspection reports or data book documentation | 5% of affected line-item value | for Failure to comply with preservation, packing or corrosion protection requirements |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| Penalty                         | performance level                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| 10% of affected line-item value | for Missing or incomplete certificates, traceability records, inspection reports or data book documentation                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |
| 5% of affected line-item value  | for Failure to comply with preservation, packing or corrosion protection requirements                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                     |                                 |                                                                                                             |                                |                                                                                       |                  |                              |                      |               |                              |                 |                   |                                         |                   |    |  |     |     |                |  |

|          |                                                                                             |                                                                                      |                                                       |
|----------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------|
|          |                                                                                             | 10% of affected line-item value                                                      | for Dimensional tolerance non-compliance              |
|          |                                                                                             | 10% of affected line-item value                                                      | for PMI failure or material certification discrepancy |
|          |                                                                                             | 100% replacement of affected material plus associated inspection and transport costs | for Tube material rejected as unsuitable for service  |
| <b>Z</b> | <b>The additional conditions of contract are</b><br><b>Z1 to Z15 always apply for Eskom</b> |                                                                                      |                                                       |

**Z1 Cession delegation and assignment**

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

**Z2 Joint ventures**

- Z2.1 If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

**Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.

- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Confidentiality**

- Z4.1 The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z5 Waiver and estoppel: Add to core clause 12.3:**

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

## **Z6 Health, safety and the environment: Add to core clause 25.4**

- Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and

- undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

## **Z7 Provision of a Tax Invoice and interest. Add to core clause 51**

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

## **Z8 Notifying compensation events**

- Z8.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption".

## **Z9 Purchaser's limitation of liability**

- Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

## **Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

- Z10.1 or had a business rescue order granted against it.

## **Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)**

- Z11.1 If the amount due for the *Supplier's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

**Z12 Ethics**

For the purposes of this Z-clause, the following definitions apply:

|                           |                                                                                                                                                                                                                                                                  |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Affected Party</b>     | means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends, |
| <b>Coercive Action</b>    | means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,                                           |
| <b>Collusive Action</b>   | means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,                                                                                                   |
| <b>Committing Party</b>   | means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,                                                                        |
| <b>Corrupt Action</b>     | means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,                                                                                           |
| <b>Fraudulent Action</b>  | means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,                                    |
| <b>Obstructive Action</b> | means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and                                          |
| <b>Prohibited Action</b>  | means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.                                                                                                                                            |

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.

Z12.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

**Z13 Insurance****Z 13.1 Replace core clause 84 with the following:****Insurance cover 84**

**84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

- 84.2** The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

**INSURANCE TABLE A**

| <b>Insurance against</b>                                                                                                                                                                                                                                        | <b>Minimum amount of cover or minimum limit of indemnity</b>                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Loss of or damage to the <i>goods</i> , plant and materials                                                                                                                                                                                                     | The replacement cost where not covered by the <i>Purchaser's</i> insurance.<br><br>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.                                                                                                                                                                                                                                               |
| Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract | <b><u>Loss of or damage to property</u></b><br><b><u>Purchaser's property</u></b><br>The replacement cost where not covered by the <i>Purchaser's</i> insurance.<br><br>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.<br><br><b><u>Other property</u></b><br>The replacement cost<br><br><b><u>Death of or bodily injury</u></b><br>The amount required by the applicable law. |
| Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract                                                                                               | The amount required by the applicable law                                                                                                                                                                                                                                                                                                                                                                                                         |

**Z 13.2 Replace core clause 87 with the following:****Insurance by the *Purchaser***

87

87.1 The *Purchaser* provides the insurances stated in the Insurance Table B**INSURANCE TABLE B**

| <b>Insurance against or name of policy</b>        | <b>Minimum amount of cover or minimum of indemnity</b> |
|---------------------------------------------------|--------------------------------------------------------|
| Assets All Risk                                   | Per the insurance policy document                      |
| Contract Works insurance                          | Per the insurance policy document                      |
| Environmental Liability                           | Per the insurance policy document                      |
| General and Public Liability                      | Per the insurance policy document                      |
| Transportation (Marine)                           | Per the insurance policy document                      |
| Motor Fleet and Mobile Plant                      | Per the insurance policy document                      |
| Terrorism                                         | Per the insurance policy document                      |
| Cyber Liability                                   | Per the insurance policy document                      |
| Nuclear Material Damage and Business Interruption | Per the insurance policy document                      |

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| Nuclear Material Damage<br>Terrorism | Per the insurance policy document |
|--------------------------------------|-----------------------------------|

## **Z14 Nuclear Liability**

- Z14.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z15 Asbestos**

For the purposes of this Z-clause, the following definitions apply:

|                              |                                                                                                                                                                                                                                                                                                              |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AAIA</b>                  | means approved asbestos inspection authority.                                                                                                                                                                                                                                                                |
| <b>ACM</b>                   | means asbestos containing materials.                                                                                                                                                                                                                                                                         |
| <b>AL</b>                    | means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.                                                     |
| <b>Ambient Air</b>           | means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.                                                                                                                             |
| <b>Compliance Monitoring</b> | means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| <b>OEL</b>                   | means occupational exposure limit.                                                                                                                                                                                                                                                                           |

|                              |                                                                                                                                                                                                                        |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Parallel Measurements</b> | means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.                                                                                                      |
| <b>Safe Levels</b>           | means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| <b>Standard</b>              | means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.               |
| <b>SANAS</b>                 | means the South African National Accreditation System.                                                                                                                                                                 |
| <b>TWA</b>                   | means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.              |

- Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Supplier*, the *Purchaser* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Supplier* may perform Parallel Measurements and related control measures at the *Supplier's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

## Eskom Grootvlei Power Station Condition Agreement

Employer's right to terminate the contract

The Employer will review the contract as and when required and reserve the right to reduce the number of people or to terminate the contract if the service is no longer required

The Employer reserves the right to terminate the contract when Grootvlei Power station stop operating before the contract expires

The Employer reserves the right to terminate the contract when the contract value is exhausted or finished before the end of the contract period.

### Annexure A: Supply Requirements

The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010<sup>3</sup> as follows:

| Group | Category             | Term               | Delivery Place |
|-------|----------------------|--------------------|----------------|
| E     | departure            | EXW                |                |
| F     | main carriage unpaid | FCA, FAS, FOB      |                |
| C     | main carriage paid   | CFR, CIF, CPT, CIP |                |
| D     | arrival              | DAT, DAP, DDP      |                |

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the *goods* from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

| A  | The <i>Supplier's</i> obligations              | B  | The <i>Purchaser's</i> obligations       |
|----|------------------------------------------------|----|------------------------------------------|
| A1 | Provision of goods in conformity with contract | B1 | Payment of the price                     |
| A2 | Licences, authorisations and formalities       | B2 | Licences, authorisations and formalities |
| A3 | Contracts of carriage and insurance            | B3 | Contracts of carriage and insurance      |

<sup>3</sup> International Chamber of Commerce, Incoterms 2010, Paris, January 2011

|            |                                                                        |            |                                                                        |
|------------|------------------------------------------------------------------------|------------|------------------------------------------------------------------------|
| <b>A4</b>  | Delivery                                                               | <b>B4</b>  | Taking delivery                                                        |
| <b>A5</b>  | Transfer of risks                                                      | <b>B5</b>  | Transfer of risks                                                      |
| <b>A6</b>  | Division of costs                                                      | <b>B6</b>  | Division of costs                                                      |
| <b>A7</b>  | Notice to the buyer                                                    | <b>B7</b>  | Notice to the seller                                                   |
| <b>A8</b>  | Proof of delivery, transport document or equivalent electronic message | <b>B8</b>  | Proof of delivery, transport document or equivalent electronic message |
| <b>A9</b>  | Checking - packing - marking                                           | <b>B9</b>  | Inspection of goods                                                    |
| <b>A10</b> | Other obligations                                                      | <b>B10</b> | Other obligations                                                      |

[

All other information NOT pertinent to the above is given in the balance of the Goods Information

## The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

|                                                             |                                                                                                                                                                                                                                                                                                                                                          |                            |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>1. The requirements for the supply are</b>               | [State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]                                                                                                                                                                                                                |                            |
| <b>2. The requirements for transport are</b>                | [State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]                                                                                                                                                                                                                                                    |                            |
| <b>3. The delivery place is</b>                             | [State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here] |                            |
| <b>4. Actions of the Parties during supply</b>              | <b>Action</b>                                                                                                                                                                                                                                                                                                                                            | <b>Party which does it</b> |
|                                                             | Giving notice of Delivery                                                                                                                                                                                                                                                                                                                                |                            |
|                                                             | Checking packing and marking before dispatch                                                                                                                                                                                                                                                                                                             |                            |
|                                                             | Contracting for transport                                                                                                                                                                                                                                                                                                                                |                            |
|                                                             | Pay costs of transport                                                                                                                                                                                                                                                                                                                                   |                            |
|                                                             | Arrange access to delivery place                                                                                                                                                                                                                                                                                                                         |                            |
|                                                             | Loading the <i>goods</i>                                                                                                                                                                                                                                                                                                                                 |                            |
|                                                             | Unloading the <i>goods</i>                                                                                                                                                                                                                                                                                                                               |                            |
| <b>For international procurement</b>                        | Undertake export requirements                                                                                                                                                                                                                                                                                                                            |                            |
|                                                             | Undertake import requirements                                                                                                                                                                                                                                                                                                                            |                            |
| <b>5. Information to be provided by the <i>Supplier</i></b> | <b>Title of document</b>                                                                                                                                                                                                                                                                                                                                 |                            |
|                                                             | Packing lists for cases and their contents                                                                                                                                                                                                                                                                                                               |                            |
|                                                             | Copy of invoice for the <i>goods</i>                                                                                                                                                                                                                                                                                                                     |                            |
|                                                             | Delivery Note                                                                                                                                                                                                                                                                                                                                            |                            |
|                                                             | Test results and maintenance manuals                                                                                                                                                                                                                                                                                                                     |                            |
| <b>For international procurement</b>                        | Licences, authorisations and other formalities associated with export of the <i>goods</i>                                                                                                                                                                                                                                                                |                            |
|                                                             | Air Waybill or Bill of Lading with associated landing, delivery and forwarding order                                                                                                                                                                                                                                                                     |                            |
|                                                             | The Bill of Entry endorsed by the importation authority                                                                                                                                                                                                                                                                                                  |                            |
|                                                             | Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay                                                                                                                                                                                         |                            |
|                                                             | Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable                                                                                                                                                                                                                                  |                            |
|                                                             |                                                                                                                                                                                                                                                                                                                                                          |                            |
|                                                             | Specify other import documents required by authorised officials.                                                                                                                                                                                                                                                                                         |                            |

All other information NOT pertinent to the above is given in the balance of the Goods Information

## C1.2 Contract Data

### Part two - Data provided by the *Supplier*

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

| Clause   | Statement                                                                                                    | Data                                                                                                                                                                                                                                                                         |  |                           |                      |   |     |     |   |     |     |   |     |     |
|----------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------|----------------------|---|-----|-----|---|-----|-----|---|-----|-----|
| 10.1     | The <i>Supplier</i> is (Name):<br>Address<br>Tel No.<br>Fax No.                                              |                                                                                                                                                                                                                                                                              |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 11.2(8)  | The Goods Information for the <i>Supplier's</i> design is in:                                                |                                                                                                                                                                                                                                                                              |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 11.2(11) | The tendered total of the Prices is                                                                          | R ,<br>(in words)                                                                                                                                                                                                                                                            |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 11.2(12) | The <i>price schedule</i> is in:                                                                             |                                                                                                                                                                                                                                                                              |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 11.2(14) | The following matters will be included in the Risk Register                                                  |                                                                                                                                                                                                                                                                              |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 25.2     | The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are |                                                                                                                                                                                                                                                                              |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 30.1     | The <i>delivery date</i> of the <i>goods and services</i> is:                                                | <table> <thead> <tr> <th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr> </thead> <tbody> <tr> <td>1</td><td>[•]</td><td>[•]</td></tr> <tr> <td>2</td><td>[•]</td><td>[•]</td></tr> <tr> <td>3</td><td>[•]</td><td>[•]</td></tr> </tbody> </table> |  | <i>goods and services</i> | <i>delivery date</i> | 1 | [•] | [•] | 2 | [•] | [•] | 3 | [•] | [•] |
|          | <i>goods and services</i>                                                                                    | <i>delivery date</i>                                                                                                                                                                                                                                                         |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 1        | [•]                                                                                                          | [•]                                                                                                                                                                                                                                                                          |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 2        | [•]                                                                                                          | [•]                                                                                                                                                                                                                                                                          |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 3        | [•]                                                                                                          | [•]                                                                                                                                                                                                                                                                          |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 31.1     | The programme identified in the Contract Data is contained in:                                               |                                                                                                                                                                                                                                                                              |  |                           |                      |   |     |     |   |     |     |   |     |     |
| 63.2     | The <i>percentage for overheads and profit</i> added to the Defined Cost is                                  | %                                                                                                                                                                                                                                                                            |  |                           |                      |   |     |     |   |     |     |   |     |     |

## C1.3 Forms of Securities

### **Pro formas for Bonds & Guarantees**

For use with the NEC3 Supply Contract (SC3)

None

## C2.1 Pricing assumptions

### 1. How *goods* and *services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states:

|                                     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identified and defined terms</b> | 11   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                     | 11.2 | (11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                     |      | (12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Assessing the amount due</b>     | 50.2 | The amount due is                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                     |      | the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, <ul style="list-style-type: none"> <li>where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate,</li> </ul> plus other amounts to be paid to the <i>Supplier</i> , <ul style="list-style-type: none"> <li>less amounts to be paid by or retained from the <i>Supplier</i>.</li> </ul> <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p> |

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

### 2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

### 3. Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*.
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk.
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across

other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1.
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

### **3.1. Format of the *price schedule***

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

## C2.2 the *price schedule*

| Section 1 | Description             | Material     | Size             | Quantity | Amount |        |
|-----------|-------------------------|--------------|------------------|----------|--------|--------|
| 1         | Straight pipe           | BS3059 Gr440 | 50.8 x 4.89 x 6m | 300      | R<br>- |        |
| 2         | U Bend (180°)           | BS3059 Gr440 | 50.8 x 4.9 x 6m  | 100      | R<br>- |        |
| 3         | 90° Bend                | BS3059 Gr440 | 50.8 x 4.9 x 6m  | 100      | R<br>- |        |
| 4         | Economiser Baffle Plate |              |                  |          | R<br>- |        |
| Section 2 | Description             | Material     | Size             | Quantity | Amount |        |
| 5         | Straight pipe           | Bs3059 Gr620 | 63.5 x 4.9 x 6m  | 600      | R<br>- |        |
| 6         | Straight pipe           | Bs3059 Gr620 | 63.5 x 5.4 x 6m  | 600      | R<br>- |        |
| 7         | Straight pipe           | Bs3059 Gr620 | 63.5 x 6.4 x 6m  | 600      | R<br>- |        |
| 8         | Straight pipe           | Bs3059 Gr620 | 63.5 x 7.6 x 6m  | 600      | R<br>- |        |
| 9         | Straight pipe           | Bs3059 Gr620 | 63.5 x 11 x 6m   | 600      | R<br>- |        |
| 10        | Straight pipe           | BS3059 Gr440 | 63.5 x 5.4 x 6m  | 600      | R<br>- |        |
| 11        | Straight pipe           | BS3059 Gr440 | 63.5 x 5.9 x 6m  | 600      | R<br>- |        |
| 12        | Straight pipe           | Bs3059 Gr622 | 63.5 x 11 x 6m   | 300      | R<br>- |        |
| Section 3 | Description             | Material     | Size             | Quantity | Amount |        |
| 13        | Transition Piece        | TP 316H      | 57.1 x 8.8       | 80       | R<br>- |        |
| 14        | Transition Piece        | TP 316H      | 57.1 x 9.4       | 80       | R<br>- |        |
| 15        | Inlet Leg 1             | BS3059 Gr622 | 57.1 x 5.9 x 6m  | 80       | R<br>- |        |
| 16        | Inlet Leg 2             | BS3059 Gr622 | 57.1 x 7.0 x 6m  | 80       | R<br>- |        |
| 17        | Inlet Leg 3             | BS3059 Gr622 | 57.1 x 8.2 x 6m  | 80       | R<br>- |        |
| 18        | Inlet Leg 4             | BS3059 Gr622 | 57.1 x 9.4 x 6m  | 80       | R<br>- |        |
| 19        | Outlet Leg 5            | TP 316H      | 57.1 x 4.9 x 6m  | 80       | R<br>- |        |
| 20        | Outlet branches         | BS3059 Gr622 | 57.1 x 8.8 x 6m  | 80       | R<br>- |        |
| Section 4 | Description             | Material     | Size             | Quantity | Amount |        |
| 21        | Straight pipe           | BS3059 Gr440 | 63.5 x 7.01 x 6m | 400      | R<br>- |        |
| Section 5 | Description             | Material     | Size             | Quantity | Price  | Amount |

CONTRACT TITLE: SUPPLY AND DELIVERY OF BOILER TUBING, BOILER TUBING PROTECTION SHIELDS AND BOILER SCREENS WITH U BOLTS AND NUTS SPARES TO GROOTVLEI POWER STATION – MAIN STORES AS AND WHEN REQUIRED

|                   |                                                                |                  |                  |                 |               |
|-------------------|----------------------------------------------------------------|------------------|------------------|-----------------|---------------|
| 22                | Straight pipe                                                  | BS3059 Gr440     | 63.5 x 7.01 x 6m | 150             | R<br>-        |
| <b>Section 6</b>  | <b>Description</b>                                             | <b>Material</b>  | <b>Size</b>      | <b>Quantity</b> | <b>Amount</b> |
| 23                | Rear Wall                                                      | BS3059 Gr440     | 63.5 x 5.4 x 6m  | 300             | R<br>-        |
| 24                | Rear Wall Screen Tubes                                         | BS3059 Gr440     | 63.5 x 7.01 x 6m | 300             | R<br>-        |
| 25                | RHS Wall                                                       | BS3059 Gr440     | 63.5 x 5.4 x 6m  | 300             | R<br>-        |
| 26                | RHS Wall Bottom Header Stubs                                   | BS3059 Gr440     | 50.8 x 5.4 x 6m  | 300             | R<br>-        |
| 27                | RHS Wall Bottom Slope                                          | BS3059 Gr440     | 63.5 x 7.62 x 6m | 300             | R<br>-        |
| 28                | LHS Wall                                                       | BS3059 Gr440     | 63.5 x 5.4 x 6m  | 300             | R<br>-        |
| 29                | LHS Wall Bottom Header Stubs                                   | BS3059 Gr440     | 50.8 x 5.4 x 6m  | 300             | R<br>-        |
| 30                | Front Wall                                                     | BS3059 Gr440     | 63.5 x 5.4 x 6m  | 300             | R<br>-        |
| 31                | Div wall Slopes                                                | BS3059 Gr440     | 76.2 x 5.9 x 6m  | 300             | R<br>-        |
| 32                | Div Wall Vertical                                              | BS3059 Gr440     | 63.5 x 5.4 x 6m  | 300             | R<br>-        |
| <b>Section 7</b>  | <b>Description</b>                                             | <b>Material</b>  | <b>Quantity</b>  | <b>Price</b>    |               |
| 33                | Straight pipe                                                  | BS3059 Gr440     | 300              |                 |               |
| 34                | Economizer close spaced fins - finned tubes (Including ferrel) | BS3059 Gr440     | 600              |                 |               |
| 35                | Economizer wide spaced fins - finned tubes (Including ferrel)  | BS3059 Gr440     | 600              |                 |               |
| <b>Section 8</b>  | <b>Description</b>                                             | <b>Material</b>  | <b>Quantity</b>  | <b>Price</b>    |               |
| 36                | Straight pipe                                                  | BS3059 Gr440     | 600              |                 |               |
| 37                | Straight pipe                                                  | BS3059 Gr440     | 600              |                 |               |
| 38                | Straight pipe                                                  | Bs3059 Gr620     | 600              |                 |               |
| 39                | Straight pipe                                                  | Bs3059 Gr620     | 600              |                 |               |
| 40                | Straight pipe                                                  | Bs3059 Gr620     | 600              |                 |               |
| <b>Section 9</b>  | <b>Description</b>                                             | <b>Material</b>  | <b>Quantity</b>  | <b>Price</b>    |               |
| 41                | SSH Outlet tubes                                               | ASTM A312 (316H) | 150              |                 |               |
| 42                | SSH Outlet tubes                                               | BS3059 Gr622     | 150              |                 |               |
| 43                | SSH Outlet tubes                                               | BS3059 Gr622     | 150              |                 |               |
| 44                | SSH Outlet tubes                                               | BS3059 Gr622     | 150              |                 |               |
| 45                | SSH Outlet tubes                                               | BS3059 Gr622     | 150              |                 |               |
| <b>Section 10</b> | <b>Description</b>                                             | <b>Material</b>  | <b>Quantity</b>  | <b>Price</b>    |               |

CONTRACT TITLE: SUPPLY AND DELIVERY OF BOILER TUBING, BOILER TUBING PROTECTION SHIELDS AND BOILER SCREENS WITH U BOLTS AND NUTS SPARES TO GROOTVLEI POWER STATION – MAIN STORES AS AND WHEN REQUIRED

|            |                                  |                 |           |          |       |
|------------|----------------------------------|-----------------|-----------|----------|-------|
| 46         | Straight pipe                    | BS3059<br>Gr622 | 100       |          |       |
| 47         | Straight pipe                    | BS3059<br>Gr622 | 100       |          |       |
| 48         | Straight pipe                    | BS3059<br>Gr622 | 100       |          |       |
| 49         | Straight pipe                    | BS3059<br>Gr622 | 100       |          |       |
| 50         | Straight pipe                    | BS3059<br>Gr622 | 100       |          |       |
| 51         | Straight pipe                    | BS3059<br>Gr622 | 100       |          |       |
| 52         | Straight pipe                    | BS3059<br>Gr622 | 100       |          |       |
| 53         | Straight pipe                    | BS3059<br>Gr622 | 100       |          |       |
| 54         | Straight pipe                    | BS3059<br>Gr622 | 100       |          |       |
| Section 11 | Description                      | Material        | Quantity  | Price    |       |
| 55         | Sling Tubes                      | BS3059<br>Gr440 | 100       |          |       |
| 56         | Sling Tubes                      | BS3059<br>Gr440 | 100       |          |       |
| Section 12 | Description                      | Material        | Quantity  | Price    |       |
| 57         | Roof Tubes                       | BS3059<br>Gr440 | 100       |          |       |
| Section 13 | Description                      | Material        | Quantity  | Price    |       |
| 58         | Rear Wall                        | BS3059<br>Gr440 | 200       |          |       |
| 59         | Rear Wall Screen Tubes           | BS3059<br>Gr440 | 200       |          |       |
| 60         | RHS Wall                         | BS3059<br>Gr440 | 200       |          |       |
| 61         | RHS Wall Bottom Header Stubs     | BS3059<br>Gr440 | 200       |          |       |
| 62         | LHS Wall                         | BS3059<br>Gr440 | 200       |          |       |
| 63         | LHS Wall Bottom Header Stubs     | BS3059<br>Gr440 | 200       |          |       |
| 64         | Front Wall                       | BS3059<br>Gr440 | 200       |          |       |
| 65         | Div wall Slopes                  | BS3059<br>Gr440 | 200       |          |       |
| 66         | Div Wall Vertical                | BS3059<br>Gr440 | 200       |          |       |
| Section 14 | Description                      | Material        | Size (mm) | Quantity | Price |
| 67         | Economizer<br>180° Inner<br>Bend | P265GH          | 50.8      | 100      |       |
| 68         | Economizer<br>180° Outer<br>Bend | P265GH          | 50.8      | 100      |       |
| 69         | Roof Tube<br>Manipulations       | P265GH          | 63.5      | 100      |       |
| 70         | Front and<br>Rear Sling<br>tube  | P265GH          | 63.5      | 100      |       |

CONTRACT TITLE: SUPPLY AND DELIVERY OF BOILER TUBING, BOILER TUBING PROTECTION SHIELDS AND BOILER SCREENS WITH U BOLTS AND NUTS SPARES TO GROOTVLEI POWER STATION – MAIN STORES AS AND WHEN REQUIRED

|                   |                                                        |                 |                  |                 |               |
|-------------------|--------------------------------------------------------|-----------------|------------------|-----------------|---------------|
| 71                | Manipulations (Modification)                           |                 |                  |                 |               |
|                   | Front and Rear Sling tube Manipulations (Modification) | P265GH          | 63.5             | 100             |               |
|                   | PSH Inlet 180° Inner Bend                              | P265GH          | 63.5             | 100             |               |
|                   | PSH Inlet 180° Outer Bend                              | P265GH          | 63.5             | 100             |               |
|                   | PSH Inlet 180° Inner Bend                              | P265GH          | 63.5             | 100             |               |
|                   | PSH Inlet 180° Outer Bend                              | P265GH          | 63.5             | 100             |               |
|                   | PSH Outlet 180° Inner Bend                             | 13CrMo4-5       | 57.2             | 100             |               |
|                   | PSH Outlet 180° Outer Bend                             | 13CrMo4-5       | 57.2             | 100             |               |
|                   | PSH Outlet 180° Inner Bend                             | 13CrMo4-5       | 57.2             | 100             |               |
|                   | PSH Outlet 180° Outer Bend                             | 13CrMo4-5       | 57.2             | 100             |               |
|                   | PSH 90° Connecting leg bend                            | P265GH          | 63.5             | 100             |               |
|                   | PSH 90° Connecting leg bend                            | 13CrMo4-5       | 57.2             | 100             |               |
|                   | SSH 90° Connecting leg bend                            | 10CrMo9-10      | 63.5             | 100             |               |
|                   | SSH 90° Connecting leg bend                            | 10CrMo9-10      | 63.5             | 100             |               |
| <b>Section 15</b> | <b>Description</b>                                     | <b>Material</b> | <b>Size (mm)</b> | <b>Quantity</b> | <b>Amount</b> |
| 84                | Economizer 90° Inner Bend Extrados Shield              | SS310           | 51               | 100             | R<br>-        |
| 85                | Economizer 90° Inner Bend Intrados Shield              | SS310           | 51               | 100             | R<br>-        |
| 86                | Economizer 90° Outer Bend Extrados Shield              | SS310           | 51               | 100             | R<br>-        |
| 87                | Economizer 90° Outer Bend Intrados Shield              | SS310           | 51               | 100             | R<br>-        |

CONTRACT TITLE: SUPPLY AND DELIVERY OF BOILER TUBING, BOILER TUBING PROTECTION SHIELDS AND BOILER SCREENS WITH U BOLTS AND NUTS SPARES TO GROOTVLEI POWER STATION – MAIN STORES AS AND WHEN REQUIRED

|     |                                                            |       |    |     |        |
|-----|------------------------------------------------------------|-------|----|-----|--------|
| 88  | Economizer Straight shields                                | SS310 | 51 | 100 | R<br>- |
| 89  | Economizer Shield Clips for 51 ID Shields                  | SS310 | 51 | 100 | R<br>- |
| 90  | PSH Type 1 Shield (90° Short Bend)                         | SS310 | 64 | 100 | R<br>- |
| 91  | PSH Type 2 Shield (90° Long Bend)                          | SS310 | 58 | 100 | R<br>- |
| 92  | PSH Type 3 Shield (0.5m Straight reducer)                  | SS310 | 58 | 100 | R<br>- |
| 93  | PSH Type 3 Shield (0.5m Straight reducer)                  | SS310 | 64 | 100 | R<br>- |
| 94  | PSH Type 4 Shield (90° Long Bend)                          | SS310 | 64 | 100 | R<br>- |
| 95  | PSH Type 5 Shield (90° Short Bend)                         | SS310 | 58 | 100 | R<br>- |
| 96  | PSH Type 6 Shield (180° Bend)                              | SS310 | 64 | 100 | R<br>- |
| 97  | PSH Type 7 Shield (180° Bend)                              | SS310 | 58 | 100 | R<br>- |
| 98  | PSH, SSH, Sling, Screen & FWW Type 8 Shields (2m Straight) | SS310 | 64 | 100 | R<br>- |
| 99  | PSH Type 12 Shield (2m Straight)                           | SS310 | 58 | 100 | R<br>- |
| 100 | SSH Type 9 Shield (90° Long Bend)                          | SS310 | 64 | 100 | R<br>- |
| 101 | SSH Type 10 Shield (90° Short Bend)                        | SS310 | 64 | 100 | R<br>- |
| 102 | Roof Tube Manipulated Shields                              | SS310 | 64 | 100 | R<br>- |
| 103 | Shield Clips for 64 ID Shields                             | SS310 | 64 | 100 | R<br>- |
| 104 | Shield Clips for 58 ID Shields                             | SS310 | 58 | 100 | R<br>- |

CONTRACT TITLE: SUPPLY AND DELIVERY OF BOILER TUBING, BOILER TUBING PROTECTION SHIELDS AND BOILER SCREENS WITH U BOLTS AND NUTS SPARES TO GROOTVLEI POWER STATION – MAIN STORES AS AND WHEN REQUIRED

|            |                                                  |                      |                     |                           |          |        |
|------------|--------------------------------------------------|----------------------|---------------------|---------------------------|----------|--------|
| 105        | Jubilee<br>Clamps for 64<br>ID Shields           | Stainless Steel      | Verify              | 100                       | R<br>-   |        |
| 106        | Jubilee<br>Clamps for 58<br>ID Shields           | Stainless Steel      | Verify              | 100                       | R<br>-   |        |
| 107        | LHS Ash<br>Hopper<br>Straight Dipper<br>Plates   | Stainless Steel      | 1.8 x 1.2 x 3<br>mm | 100                       | R<br>-   |        |
| 108        | LHS Ash<br>Hopper Corner<br>Dipper Plates        | Stainless Steel      | 1.8 x 1.2 x 3<br>mm | 100                       | R<br>-   |        |
| 109        | RHS Ash<br>Hopper<br>Straight Dipper<br>Plates   | Stainless Steel      | 1.8 x 1.2 x 3<br>mm | 100                       | R<br>-   |        |
| 110        | RHS Ash<br>Hopper Corner<br>Dipper Plates        | Stainless Steel      | 1.8 x 1.2 x 3<br>mm | 100                       | R<br>-   |        |
| Section 16 |                                                  |                      |                     |                           |          |        |
|            | Description                                      | Material Grade       | Width (m)           | Wall<br>thickness<br>(mm) | Quantity | Price  |
| 111        | Divisional<br>Slope Dead<br>Space (LHS &<br>RHS) | Skin Casing<br>Plate | 1.5                 | 3                         | 200      | R<br>- |
| 112        | LHS Slope<br>Dead Space                          | Skin Casing<br>Plate | 1.5                 | 3                         | 200      | R<br>- |
| 113        | RHS Slope<br>Dead Space                          | Skin Casing<br>Plate | 1.5                 | 3                         | 200      | R<br>- |
| 114        | LHS Vertical<br>Wall                             | Skin Casing<br>Plate | 1.5                 | 3                         | 200      | R<br>- |
| 115        | RHS Vertical<br>Wall                             | Skin Casing<br>Plate | 1.5                 | 3                         | 200      | R<br>- |
| 116        | Front Wall<br>Vertical                           | Skin Casing<br>Plate | 1.5                 | 3                         | 200      | R<br>- |
| 117        | Rear Wall<br>Vertical                            | Skin Casing<br>Plate | 1.5                 | 3                         | 200      | R<br>- |
| 118        | LHS<br>Economizer<br>Slope                       | Skin Casing<br>Plate | 1.5                 | 3                         | 200      | R<br>- |
| 119        | RHS<br>Economizer<br>Slope                       | Skin Casing<br>Plate | 1.5                 | 3                         | 200      | R<br>- |
| Total      |                                                  |                      |                     |                           |          |        |

## Part 3: Scope of Work

| <b>Document reference</b> | <b>Title</b>                         | <b>No of pages</b> |
|---------------------------|--------------------------------------|--------------------|
|                           | This cover page                      | 1                  |
| C3.1                      | <i>Purchaser's Goods Information</i> | 8                  |
| C3.2                      | <i>Supplier's Goods Information</i>  | 1                  |
|                           | Total number of pages                | 10                 |

# C3.1: *Purchaser's* Goods Information

## Contents

|                                                                                        |    |
|----------------------------------------------------------------------------------------|----|
| <b>PART C1: AGREEMENTS &amp; CONTRACT DATA</b>                                         | 1  |
| <b>Offer</b>                                                                           | 1  |
| Acceptance                                                                             | 2  |
| Schedule of Deviations to be completed by the <i>Purchaser</i> prior to contract award | 4  |
| Part one - Data provided by the <i>Purchaser</i>                                       | 6  |
| Statement                                                                              | 6  |
| Data                                                                                   | 6  |
| General                                                                                | 6  |
| <b>2</b>                                                                               | 7  |
| The <i>Supplier's</i> main responsibilities                                            | 7  |
| <b>3</b>                                                                               | 7  |
| Time                                                                                   | 7  |
| <b>4</b>                                                                               | 7  |
| Testing and defects                                                                    | 7  |
| <b>5</b>                                                                               | 8  |
| Payment                                                                                | 8  |
| <b>6</b>                                                                               | 8  |
| Compensation events                                                                    | 8  |
| <b>7</b>                                                                               | 8  |
| Title                                                                                  | 8  |
| <b>Reference to NEC 3 Supply Contract.</b>                                             | 8  |
| <b>8</b>                                                                               | 8  |
| Risks, liabilities, indemnities and insurance                                          | 8  |
| <b>Reference to NEC 3 Supply Contract.</b>                                             | 8  |
| <b>9</b>                                                                               | 9  |
| Termination and dispute resolution                                                     | 9  |
| <b>10</b>                                                                              | 9  |
| Data for Option clauses                                                                | 9  |
| The Supply Requirements for this contract are based on the use of INCOTERMS:           | 19 |
| The Supply Requirements for this contract are as follows:                              | 21 |
| Part two - Data provided by the <i>Supplier</i>                                        | 22 |
| Clause                                                                                 | 22 |
| Statement                                                                              | 22 |
| Data                                                                                   | 22 |
| For use with the NEC3 Supply Contract (SC3)                                            | 23 |
| <b>1. How goods and services are priced and assessed for payment</b>                   | 24 |
| <b>2. Function of the Price Schedule</b>                                               | 24 |
| <b>3. Preparing the price schedule</b>                                                 | 24 |
| <b>3.1. Format of the price schedule</b>                                               | 25 |
| Overview and purpose of the <i>goods</i> and <i>services</i>                           | 35 |
| Specification and description of the <i>goods</i>                                      | 35 |
| <i>Purchaser's</i> design                                                              | 35 |
| Procedure for submission and acceptance of <i>Supplier's</i> design                    | 35 |
| Other requirements of the <i>Supplier's</i> design                                     | 35 |
| Factory acceptance testing (FAT)                                                       | 35 |
| Other tests and inspections and commissioning in place of use                          | 36 |
| Operating manuals and maintenance schedules                                            | 36 |
| Supply Requirements                                                                    | 36 |

CONTRACT TITLE: SUPPLY AND DELIVERY OF BOILER TUBING, BOILER TUBING PROTECTION SHIELDS AND BOILER SCREENS WITH U BOLTS AND NUTS SPARES TO GROOTVLEI POWER STATION – MAIN STORES AS AND WHEN REQUIRED

|                                                                                                             |                                     |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Specification of the <i>services</i> to be provided .....                                                   | 36                                  |
| Constraints on how the <i>Supplier</i> Provides the Goods .....                                             | 36                                  |
| Programming constraints .....                                                                               | 36                                  |
| Work to be done by the Delivery Date .....                                                                  | 37                                  |
| Marking the <i>goods</i> .....                                                                              | 37                                  |
| Constraints at the delivery place and place of use .....                                                    | 37                                  |
| Cooperating with Others .....                                                                               | 37                                  |
| Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i> .....                     | 37                                  |
| Management meetings.....                                                                                    | 37                                  |
| Documentation control .....                                                                                 | 38                                  |
| Health and safety risk management .....                                                                     | 38                                  |
| Environmental constraints and management .....                                                              | 38                                  |
| Quality .....                                                                                               | 38                                  |
| Invoicing and payment .....                                                                                 | 38                                  |
| Insurance provided by the <i>Purchaser</i> .....                                                            | 38                                  |
| Provision of bonds and guarantees .....                                                                     | <b>Error! Bookmark not defined.</b> |
| Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i> .. | 39                                  |
| Procurement .....                                                                                           | 39                                  |
| Subcontracting .....                                                                                        | 39                                  |
| Preferred subcontractors .....                                                                              | 39                                  |
| Limitations on subcontracting .....                                                                         | 39                                  |
| Spares and consumables .....                                                                                | 39                                  |
| Other requirements related to procurement .....                                                             | 39                                  |
| Cataloguing requirements by the <i>Supplier</i> .....                                                       | 39                                  |
| All Cataloguing of the spares delivered shall be done by the <i>Purchaser</i> .....                         | 39                                  |
| List of drawings .....                                                                                      | 39                                  |
| Drawings issued by the <i>Purchaser</i> .....                                                               | 39                                  |

## Overview and purpose of the *goods* and *services*

Supply and Delivery of Boiler tubing, Boiler tubing protection Shields and Boiler flow Screens with U bolts and nuts Spares to Grootvlei Power Station – Main Stores as and when required.

## Specification and description of the *goods*

The Supplier will provide the following documentation when delivering the goods:

- The Supplier shall provide detailed operating and maintenance instructions for the proper use of the goods of each item. The Supplier must provide two hard copies and one soft copy (such as PDF) of the instructions to the Purchaser where it is required.
- The Supplier shall be responsible for the transportation of all Boiler tubing, Boiler tubing protection Shields and Boiler flow Screens with U bolts and nuts Spares delivered to Grootvlei Power Station – Main Stores.
- Ownership will only be transferred to the Purchaser upon payment.
- The Supplier shall be responsible for the packaging of Boiler tubing, Boiler tubing protection Shields and Boiler flow Screens with U bolts and nuts Spares to Grootvlei Power Station – Main Stores.
- All the spares supplied shall be individually wrapped and secured safely during transportation and delivery
- The details shall include as a minimum, the following:
  - o Purchase Order Number
  - o Part Description
  - o Manufacturer
  - o Part Number
  - o Drawing number
  - o Eskom Material number

### *Purchaser's* design

Supplier should deliver the required goods with the complete data packs and schematic drawings of the components.

### Procedure for submission and acceptance of *Supplier's* design

Supplier can manufacture and fabricate the goods as per requirement and make sure that there are holding points for Quality and Engineering purpose

### Other requirements of the *Supplier's* design

There are often comprehensive requirements for testing or witnessing at place of manufacture and before delivery. The tests are to be witnessed by the Supply Manager or by a testing agency of the Purchaser's nomination.

### Factory acceptance testing (FAT)

There are often comprehensive requirements for testing at place of manufacture and before delivery. The tests are to be witnessed by the Supply Manager or by a testing agency of the Purchaser's nomination.

## Other tests and inspections and commissioning in place of use

Components which require Pressure testing or Non-Destructive Testing, supplier must ensure the process take place and data packs must be presented to the Purchaser.

## Operating manuals and maintenance schedules

Consideration should be given to obtaining operating manuals and maintenance schedules before Delivery of the whole of the goods when there is still financial incentive for the Supplier to do so.

## Supply Requirements

The Supply Requirements for this contract are in an Annexure to the Contract Data provided by the *Purchaser*.

## Specification of the *services* to be provided

Quarterly meetings to be held once the contract is up and running to discuss the progress, anticipated next delivery, compensations events should there be any. The meeting to be attended by the Supply Manager or his/her representative, Service Provider representative and the End User. The meeting will be held at Grootvlei Power Station.

The following text could be used as a model for this section:

| Title and purpose                      | Approximate time & interval                            | Location                | Attendance by:                                     |
|----------------------------------------|--------------------------------------------------------|-------------------------|----------------------------------------------------|
| Risk register and compensation events  | Quarterly on ____ date to be communicated ____ at ____ | Grootvlei Power Station | Supply Manager/Rep, End user and Supplier Manager. |
| Overall contract progress and feedback | Quarterly on date to be communicated at ____           | Grootvlei Power Station | <i>Purchaser, Supplier, and __End User__</i>       |
|                                        |                                                        |                         |                                                    |
|                                        |                                                        |                         |                                                    |

## Constraints on how the *Supplier* Provides the Goods

### Programming constraints

Supplier to ensure they provide their program which indicate time line before delivery of good, once they receive the task order and scope of work

## Work to be done by the Delivery Date

*Supplier* to ensure material is delivered on time as per commitment date, *Purchaser* to ensure correct material has been delivered as per request and required material certificates and quality documents are attached

## Marking the goods

*Purchaser* will pay for delivered goods in good condition with all relevant documents required

## Constraints at the delivery place and place of use

*Supplier* should avoid any constraints which may affect the delivery of the material by ensuring that ordered material or spares are fabricated on time, ensure there are no any protest which may affect their production. Ensure the transport they use to transport good is in good condition. Ensure they have all relevant document when they deliver the goods

## Cooperating with Others

Scope of work will be discussed with the *Supplier* before any work can commence

## Services & other things to be provided by the *Purchaser* or *Supplier*

There are no additional Services & other things to be provided by the Purchaser or Supplier

## Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

| Title and purpose                      | Approximate time & interval | Location | Attendance by:                        |
|----------------------------------------|-----------------------------|----------|---------------------------------------|
| Risk register and compensation events  | Weekly on _____ at _____    |          |                                       |
| Overall contract progress and feedback | Monthly on _____ at _____   |          | <i>Purchaser, Supplier, and _____</i> |
|                                        |                             |          |                                       |
|                                        |                             |          |                                       |

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

## Documentation control

All delivered material must have material certificate and quality control documents and a copy must be issued to material management

## Health and safety risk management

The *Supplier* shall comply with the health and safety requirements:

240-77471499 Annexure B

C1 Tender Returnables (High Risk) - the Supply and Delivery of Boiler Internal Tubing

GVL 0650 High Risk Specification - the Supply and Delivery of Boiler Internal Tubing

## Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints and requirements:

Environmental requirements.docx Grootvlei Power Station-Supply and Delivery of Boiler Internal Tubing for Grootvlei Power Station Units 1 to 3 on an As-and-When-Required Basis

GVLF 0183 Environmental Evaluation Form

## Quality

The supplier will be provided with Eskom SHEQ policy as a guideline to adhere to during when deliveries are made. And the following quality standards:

240-12248652 (Rev 7) List of Tender Returnables - Boiler Internal Tubing

240-68099512 (Rev 9) Form A Tender & Contract - Boiler Internal Tubing

240-105658000 Supplier Quality Management Specification

## Invoicing and payment

Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Supply Manager's* certificate.

All invoices to be emailed to:

invoiceseskomlocal@eskom.co.za

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

## Insurance provided by the *Purchaser*

No additional insurance apart from the stated in the NEC contract data

## Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier*

Not applicable

## Procurement

### Subcontracting

#### Preferred subcontractors

There are no requirements for subcontracting however the *Supplier* may inform the *Purchaser* for any subcontract entered.

#### Limitations on subcontracting

There are no requirements for Limitations on subcontracting however the *Supplier* may inform the *Purchaser* for any Limitations on subcontract entered.

#### Spares and consumables

All the spares required are included in the bill of quantity and price list, anything outside that scope should not be included

#### Other requirements related to procurement

No other requirements such as ASGISA OR socio-political enhancement *Supplier* should provide

### Cataloguing requirements by the *Supplier*

All Cataloguing of the spares delivered shall be done by the *Purchaser*

## List of drawings

### Drawings issued by the *Purchaser*

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

*Purchaser* does not have drawings

| Drawing number | Revision | Title |
|----------------|----------|-------|
|                |          |       |
|                |          |       |
|                |          |       |

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

## C3.2 *Supplier's* Goods Information